

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
ABILENE DIVISION**

|  |          |                          |
|--|----------|--------------------------|
| <b>In re:</b>                          | <b>§</b> | <b>Chapter 11</b>        |
|  |          | <b>§</b>                 |
| <b>SHEKINAH OILFIELD SERVICES, INC</b> | <b>§</b> | <b>Case No. 21-10152</b> |
|  |          | <b>§</b>                 |
|  |          | <b>§</b>                 |
| <b>Debtors.</b>                        | <b>§</b> |                          |

**FIRST NATIONAL BANK ALBANY/BRECKENRIDGE'S OBJECTION TO THE  
DEBTOR'S SUBCHAPTER V PLAN OF REORGANIZATION OF SHEKINAH  
OILFIELD SERVICES, INC.**

[ECF 34]

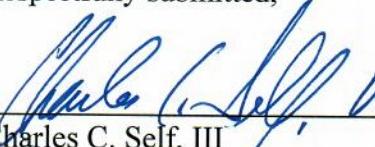
NOW COMES First National Bank Albany/Breckenridge, Texas (hereinafter "First National Bank") and files this objection to the Debtor's Subchapter V Plan of Reorganization of Shekinah Oilfield Services, Inc. (the "Plan") and would respectfully show the Court the following:

1. First National Bank specifically objects to Paragraph 13.2, (TEMPORARY INJUNCTION DURING PERFORMANCE OF THE PLAN), which states: "All creditors in classes 2-7 above shall be temporarily restrained and enjoined from enforcing any rights and/or remedies and/or taking any action with respect to JAMES L. Knight and/or SHAWNA L. KNIGHT with respect to any guaranty and/or indemnity obligations of any creditor so long as the Debtor does not default in the obligations required of the Debtor under the Plan (or fail to cure a default after notice and opportunity to cure, as applicable)."
2. Neither James nor Shawna Knight individually filed bankruptcy prior to the Debtor in this case. The Bankruptcy Court has no jurisdiction to enforce the temporary injunction described above against First National Bank if the Bank takes action to enforce a guaranty executed by James L. Knight in his individual capacity.

WHEREFORE, First National Bank objects to the Debtor's Plan and requests this Court order appropriate provisions to assure protection of its guaranty, and further request other such relief as is just and proper.

Dated: April 4<sup>th</sup> 2022

Respectfully submitted,

By: 

Charles C. Self, III

State Bar No. 18007550

[cself@whittenfirm.com](mailto:cself@whittenfirm.com)

THE WHITTEN LAW FIRM, PC

500 Chestnut, Suite 1402

Abilene, Texas 79602

(325) 672-7824

(325) 672-2158 (FAX)

Attorney for First National Bank

Albany/Breckenridge

#### CERTIFICATE OF SERVICE

I hereby certify that, on April 4<sup>th</sup>, 2022, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas, Abilene Division.

**Trustee**

**Brad W. Odell-SBRA V**

Mullin Hoard & Brown, L.L.P.  
PO Box 2585  
Lubbock, Texas 79408

**U.S. Trustee**

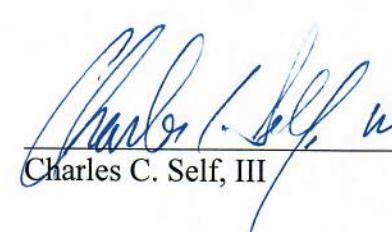
**United States Trustee**

1100 Commerce, 976  
Dallas, TX 75242

**Jeffery D. Carruth**

Weycer, Kaplan, Pulaski & Zuber, PC  
3030 Matlock Rd., Suite 201  
Arlington, Texas 76015

**Debtor's Attorney**

  
Charles C. Self, III